



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	05/10/10
Department:	Public Works & Engineering
Department Head:	Alan L. Upchurch
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>	
<b>Project No. 5991</b>	

**CAPTION**

To approve an engineering contract by and between the City of Plano and EJES Incorporated in the amount of \$215,365 for the engineering design of the Split Trail Road – K Avenue to Spring Creek Parkway Project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2009-10</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	700,000	0	<b>700,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-215,365	0	<b>-215,365</b>
BALANCE	0	484,635	0	<b>484,635</b>

**FUND(S):** STREET IMPROVEMENT

**COMMENTS:** Funds are included in the 2009-10 Street Improvement CIP. This item in the amount of \$215,365, will leave a current year balance of \$484,635 for the Split Trail project.

**STRATEGIC PLAN GOAL:** Engineering design services for street construction relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement with EJES Incorporated is for engineering design for the Split Trail Road - K Avenue to Spring Creek Parkway Project that includes paving, drainage and water line improvements on Split Trail Road and a hydraulics report of the Brown Branch that crosses under Split Trail Road.

The contract fee is for \$215,365.00 and is detailed as follows:

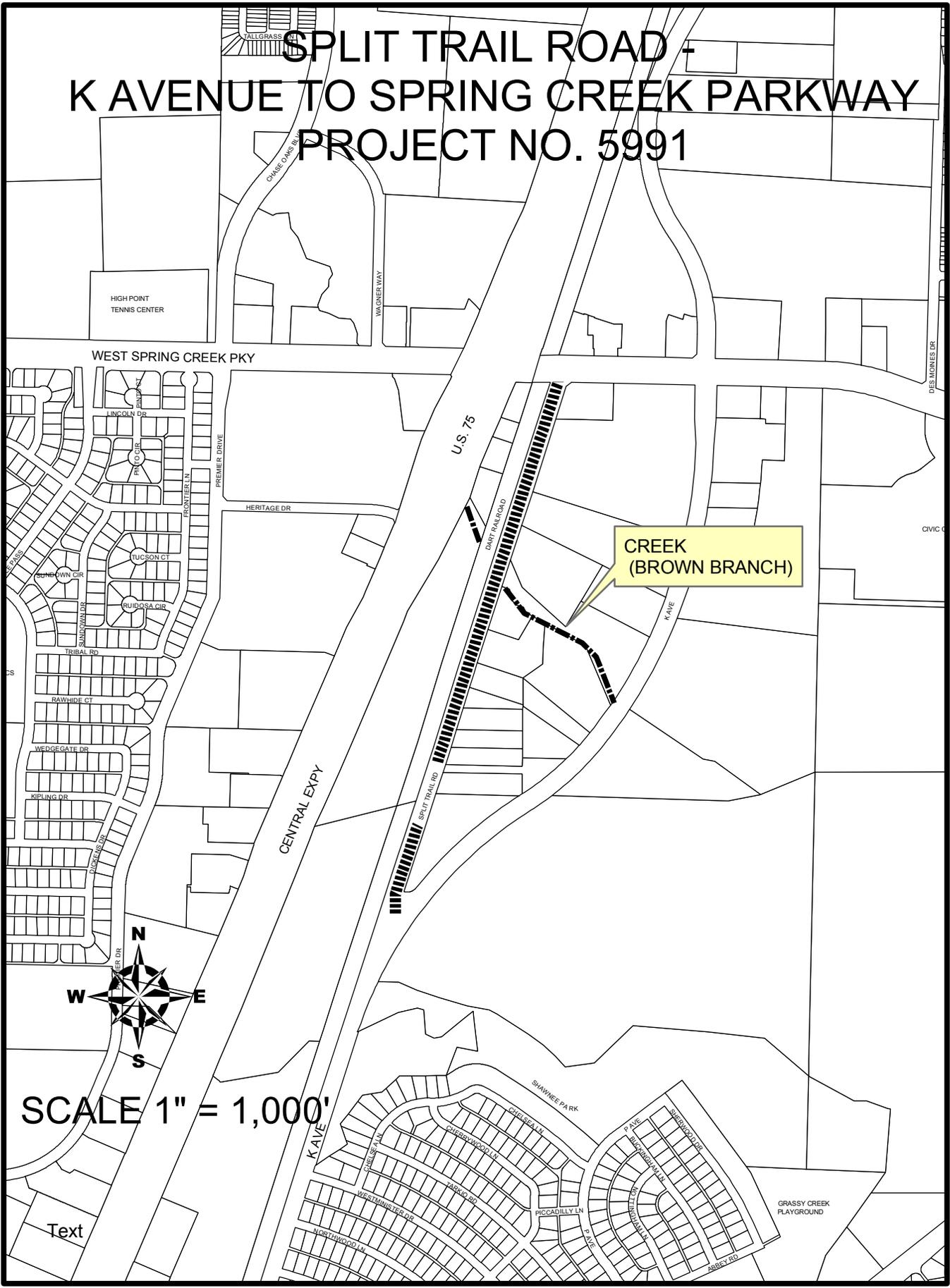
<u>Basic Fee</u>	<b>Roadway</b>	<b>Hydraulics Report</b>	<b>Total</b>
Preliminary Engineering/Field Survey Phase	\$37,535.00	\$27,910.00	\$65,445.00
Preliminary Design Phase/Channel Study Plans & Report	\$52,760.00	\$18,870.00	\$71,630.00
Final Design Phase	\$49,480.00	\$0.00	\$49,480.00
Bid Phase	\$4,730.00	\$0.00	\$4,730.00
Construction Administration	\$12,080.00	\$0.00	\$12,080.00
<b>Total Basic Fee</b>	<b>\$156,585.00</b>	<b>\$46,780.00</b>	<b>\$203,365.00</b>



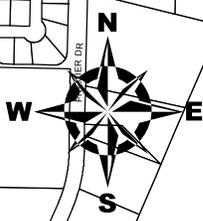
## CITY OF PLANO COUNCIL AGENDA ITEM

	Roadway	Hydraulics Report	Total
<u>Special Services</u>			
Easement Preparation	\$12,000.00	\$0.00	\$12,000.00
<b>Total Special Services</b>	<b><u>\$12,000.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$12,000.00</u></b>
<b>TOTAL FEE</b>	<b><u>\$168,585.00</u></b>	<b><u>\$46,780.00</u></b>	<b><u>\$215,365.000</u></b>
Funding is available from the 2009-10 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$1,507,000.			
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A		

# SPLIT TRAIL ROAD K AVENUE TO SPRING CREEK PARKWAY PROJECT NO. 5991



CREEK  
(BROWN BRANCH)



SCALE 1" = 1,000'

Text

**SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY**

**PROJECT NO. 5991**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **EJES INCORPORATED**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **SPLIT TRAIL ROAD – K AVENUE TO SPRING CREEK PARKWAY** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

### **VI. Insurance**

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

### **VIII. Independent Contractor**

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

## **IX. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

## **X. Audits and Records/Prohibited Interest**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

## **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **XII. Engineer's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

### **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

### **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

### **XV. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Public Works & Engineering Department  
P.O. Box 860358  
Plano, TX 75086-0358

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

EJES Incorporated  
9401 LBJ Freeway, Suite 300  
Dallas, TX 75243  
Attn: Jim Lyles

## **XVI. Miscellaneous**

### **A. Paragraph Headings:**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

### **B. Contract Interpretation:**

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

### **C. Venue/Governing Law:**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

### **D. Successors and Assigns:**

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

### **E. Severability:**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**CONTINUED ON NEXT PAGE**

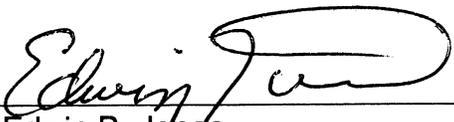
F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

**SIGNED** on the date indicated below.

**EJES, INCORPORATED**  
A Texas Corporation

DATE: 4-15-2010

BY:   
Edwin B. Jones  
PRESIDENT / CEO

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Thomas H. Muehlenbeck  
CITY MANAGER

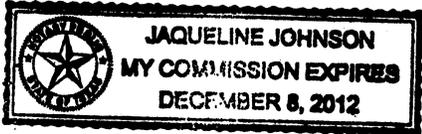
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 15<sup>th</sup> day of April, 2010, by **EDWIN B. JONES, PRESIDENT / CEO**, of **EJES INCORPORATED**, a **TEXAS** corporation, on behalf of said corporation.



*Jacqueline Johnson*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A  
SCOPE OF SERVICES**

**SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

**PROJECT DESCRIPTION:**

Reconstruction of the paving in Split Trail Road from K Avenue to ±700 feet south of Spring Creek Parkway.

The street paving shall be reinforced concrete (strength and thickness to be determined later) /6" lime stabilized subgrade.

The paving will be 37' wide (b-b) curb or 36' wide roadway if curb is not installed and drainage swales remain. A preliminary concept plan and drainage study will be done to establish which concept will be used.

Existing right-of-way (ROW) should be utilized. Storm Drainage will be installed as defined by an analysis of the related drainage areas and existing systems. Drainage swales adjacent to the road or storm sewer will be considered and might be eliminated in some areas if curb is installed. A new box culvert (or additional capacity installed as required) is an expected need under Split Trail along with possible alteration of the trestle/bridge structure under the railroad over the creek and improvement of the existing drainage channel from US75 to K Avenue. A separate drainage study defining these structures along with channel improvement needs will be done. Based upon the results of this study a separate fee will be negotiated for design of the additional structures and channel work.

1. Replace existing 8" water lines with new 8" lines from K Avenue to Spring Creek Parkway.
2. Sidewalks are proposed on the east side only (if project is constructed with curb and gutter). Barrier free ramps will be installed at all commercial driveways and street intersections.
3. Topographic Survey and cross-section work should extend 15 feet beyond the ROW. Cross-sections shall be shown at a maximum of 50 foot intervals and at every driveway or other locations of special significance. Additional data more than 15 feet beyond the ROW may be needed at driveways and should be provided at any drive likely to require work beyond the 15 foot limit to fit proposed grades and alignment as part of this project.
4. A drainage study shall be included for the portion of the Brown Branch tributary that begins at the box culverts under US 75 and proceeding downstream to include the railroad bridge, culverts under Split Trail Road and ending at the

culvert under K Avenue. Hydraulic models of this portion of the stream shall be included to show existing and proposed conditions. A field survey will be required to locate existing features and topography from US 75 to 100' downstream of Split Trail. Existing City contour maps shall be used for the study from that point down to K Avenue.

A preliminary channel improvement design of this reach and cost estimate will be provided in an effort to lower the water surface to the greatest extent practical.

## **BASIC SERVICES:**

### **A. Design Standards**

1. This project shall be designed in accordance with the following:

- Geodetic Monumentation Manual

- Manual for Right-of-Way Management

- Storm Drainage Design Manual

- Stream Bank Stabilization Manual

- Erosion & Sediment Control Manual

- Thorough Fare Standards Rules & Regulations

- Manual for the Design of Water & Sanitary Sewer Lines

- Standard Construction Details

- Barrier Free Ramp Details

- NCTCOG Standard Specifications for Public Works Construction

- Special Provisions to Standard Specifications for Public Works Construction

- Sample Plan Set

2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. The City shall also provide guidance regarding project specific design issues

## **B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and ROW maps, existing easement information, recent bid tabulations from projects similar in scope and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Utilize the 1996 upstream drainage study by Winkelman and Associates, Inc. (Brown Branch) to determine FEMA flows and City of Plano ultimate development flows (available on micro fiche from the City) for the drainage study.

## **C. Design Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation. Use City of Plano monuments as datum.
3. Tie ROW lines and corners that can be found via pin finder, property lines and corners/monuments, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing visible above ground utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), drainage channel flowlines, and other improvements as needed within the project areas for the design.
5. Provide existing and proposed grade cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels, pipe outfalls or other areas of significance. Provide cross-sections for the drainage channel to be analyzed within the required limits. Cross sections are for project design review and quantity takeoffs and will be a part of plan review sets as well as the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.

7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. For the drainage study, tie the horizontal and vertical location of the upstream and downstream end of the box culverts under US 75, the existing channel for the length of the study to an elevation at least 4 feet above the existing FEMA flood elevation (the flood zone), all physical encroachments into the flood zone, the railroad bridge support columns, the culverts under Split Trail, existing trees 4" in diameter and larger, and delineation of groups of smaller trees/brush. The survey shall extend from US75 to 100' downstream of Split Trail.

#### **D. Right-of-way and Easement Requirements –**

1. Prepare a preliminary list of ROW parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and ROW requirements for preparation of field notes and exhibits.

#### **E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
  - Cover sheet.
  - General Notes Sheet
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet (sheet by sheet breakdown of all quantities).
  - Typical sections and detail sheets.
  - Paving plan & profile sheets for street improvements. The consultant will need to evaluate the existing street lights on the project streets to see that adequate lighting exists. The City will provide the criteria. If additional lights are needed, new conduit and street light foundations will be included in the project with the information shown on the paving plans. Scale 1"= 20'H;1"=5'V.
  - Water Utility Replacement Plans, with proposed fire hydrant locations. Scale 1"=20'.
  - Drainage area maps (with drainage calculations) for street/drainage improvements. Scale 1"= 100'. The drainage analysis will include evaluation of street and inlet capacities for compliance with current City standards. Hydraulic analysis of existing storm drain system will be confined to existing project limits. Starting hydraulic grade

elevations shall be based on existing as-built plans or other reasonable assumptions confirmed by the City.

- Storm drainage improvement plan & profile sheets. Scale 1"= 20'H;1"=5'V.
- Construction phasing, temporary traffic control, final buttoning and signage plan sheets. Scale 1"= 40 or larger.
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP. Include an erosion control plan and erosion control details from City Standards as required.
- Cross –Sections. Scale 1"=20'H; 1"=2'V.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

The drainage study plans for the channel shall be submitted as a separate package from the paving and utility plans and shall include the following:

- Cover Sheet
- Project layout plan sheet at 1"=50'
- Plan/profile sheets scale 1"=20'H and 1"=4'V
- Cross Section sheets 1"=20H 1"=2V

A report shall be included that includes:

- The drainage model
- Cost estimate for the proposed channel improvements
- Evaluation of 404 requirements as they relate to the proposed improvements
- Evaluation of LOMR requirements as they relate to the proposed improvements

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain available information for the location of their facilities. Coordination effort will include the following tasks: a) contact DigTess prior to topographic survey to request field locates of existing underground utilities within the project limits; b)The City will submit the consultant's preliminary plans to the individual franchise utilities. c) Show approximate locations of franchise utilities on plans using field data and plan information provided by the individual utilities.

3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit six (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review. Additional sets will be required for submittal to the utility companies according to the specific companies in the project area.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - File Set
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

#### **F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) sets of final black/blue line prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano.

10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
11. Submit one (1) set of final black/blue line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

**G. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

## **H. Construction Administration –**

1. Provide periodic site visits by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## **I. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

## **SPECIAL SERVICES:**

### **A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for four (4) permanent easements on a per tract basis. Deliver three approved and reviewed originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for four (4) temporary easements on a per tract basis. Deliver three approved and reviewed originals to the City.
3. Prepare exhibits with the field notes first and drawings second. Both the field notes and the drawings shall be labeled as Exhibit "A". Each parcel shall be assigned its own separate number.
4. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

**EXHIBIT B  
COMPLETION SCHEDULE  
SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	0
2. Research and Data Collection / Site Visits	0
3. Field ROW, Topographic and Utility Surveying	20
4. Preliminary Engineering/Schematics/Drainage Study/ROW and Easement Parcel Delineation (Preliminary)	60
5. City Review	30
6. Preliminary Design/Channel Drainage Study & Report	100
7. City Review	30
8. Final Design (Pre-Final Submittal)/ROW and Easement Documents	70
9. City Review	30
10. Final Plans/Documents for Bidding	14
11. Advertise for Bids	30
12. Receive Bids	0
13. Recommendation	4
14. Prepare Council Agenda	21
15. Council Award	0
16. Prepare/Execute Contract	45
17. Schedule Preconstruction	14
18. Notice to Proceed	14
19. Construction	150

**EXHIBIT C  
PAYMENT SCHEDULE**

**SPLIT TRAIL ROAD  
K AVENUE TO SPRING CREEK PARKWAY  
PROJECT NO. 5991**

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>	<b>Roadway</b>	<b>Hydraulics Report</b>
1. Preliminary Engineering/Field Survey Phase	<u>\$65,445.00</u>	<u>\$37,535.00</u>	<u>\$27,910.00</u>
2. Preliminary Design Phase/ Channel Drainage Study Plans & Report	<u>\$71,630.00</u>	<u>\$52,760.00</u>	<u>\$18,870.00</u>
3. Final Design Phase	<u>\$49,480.00</u>	<u>\$49,480.00</u>	<u>\$0.00</u>
4. Bid Phase	<u>\$4,730.00</u>	<u>\$4,730.00</u>	<u>\$0.00</u>
5. Construction Administration	<u>\$12,080.00</u>	<u>\$12,080.00</u>	<u>\$0.00</u>
Total Basic Fee	<u>\$203,365.00</u>	<u>\$156,585.00</u>	<u>\$46,780.00</u>
6. Special Services –			
a. Permanent Easement Descriptions (4@ \$1,500.00) = <u>\$6,000.00</u>			
b. Temp. Construction Esmt. Descriptions (4@ \$1,500.00) = <u>\$6,000.00</u>			
Total Special Services	<u>\$12,000.00</u>	<u>12,000.00</u>	<u>0.00</u>
<b>Total Fee</b>	<b>\$215,365.00</b>	<b>\$168,585.00</b>	<b>\$46,780.00</b>

## EXHIBIT "D"

### ENGINEERING

#### INSURANCE

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

#### **1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

(X) means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<u>X</u> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
2. For Future Use	
3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<u>X</u> 4. General Liability	Complete entry No. 26. Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<u>X</u> 5. General aggregate applies per project (CGL)	
<u>X</u> 6. Premises Operations	(Items No. 3-10 & 12 require)
<u>X</u> 7. Independent Contractors	\$500,000 combined single limit for bodily injury and property damage
___ 8. Products	damage each occurrence with
9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<u>X</u> 10. Contractual Liability	
<u>X</u> 11. Personal Injury Liability	\$500,000 each offense & aggregate
..... 12. XCU Coverages	
<u>X</u> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<u>X</u> 14. Owned, Hired & Non-owned	Damage each accident
15. Motor Carrier Act Endorsement	
<u>X</u> 16. Professional Liability	\$1,000,000 each claim  \$2,000,000 aggregate
___ 17. Garage Liability	\$ BI & PD each occurrence

- 18. Garagekeepers Legal:
  - \$ - Comprehensive
  - \$ - Collision
- 19. Owners Protective Liability: \$500,000 Combined single limits
- X 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
- X 21. City provided with Waiver of Subrogation on Workers Compensation or Alternative program if applicable
- X 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates. *\* See attached - cannot alter wording*
- X 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-" "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- X 24. The Certificate must state project title and project number
- X 25. Other Insurance Required.

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally: *Automobile - \$500 Comp/Cell.*

- X 26. The above policy(s) carry the following deductibles:
    - General Liability - \$0*
    - Professional - \$50,000*
- Full limits of coverage available for:
- General Liability
  - Automobile Liability
  - Professional Liability

X 27. Liability policies are (indicate):

*General Liability*  
 OCCURRENCE

Signature: *Amy Ray*  
 Insurance Agent (Print): Amy Ray

Name of Insured: EJES, Inc.  
 Date: 4/15/2010

*Professional Liability*  
 CLAIMS MADE

Date: 4/13/10





## DESCRIPTIONS (Continued from Page 1)

with a waiver of subrogation in regards to the worker's compensation coverage. The general liability coverage is on a primary and non-contributory basis.

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

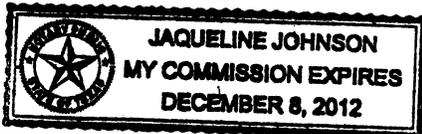
I, the undersigned declare and affirm that no person or officer of **EJES, Incorporated** (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

EJES, Incorporated  
Name of Consultant  
By: Edwin Jones  
Signature  
EDWIN JONES  
Print Name  
President  
Title  
April 15, 2010  
Date

STATE OF TEXAS       §  
                                      §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of April, 2010.



Jacqueline Johnson  
Notary Public, State of Texas